

# SouqParts.com – User Agreement – Terms of Use & Sale

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## 1. Introduction

The website available at [www.souqparts.com](http://www.souqparts.com) (Site) is operated and administered by Souqparts.com FZE ("we", "us", "our"), a company incorporated in Dubai, United Arab Emirates. These terms (Terms of Use & Sale) set out the relationship between us and you ("you", "your") and the terms on which we provide the Site, the terms on which products are sold via the Site and general terms applicable to your use of the Site and purchase of products. You may not use this Site, and you may not proceed to purchase a product on this Site, if you do not agree to these Terms of Use & Sale.

These Terms of Use & Sale are effective from 1 June 2015. We may change these Terms of Use & Sale at any time by posting an updated version of these Terms of Use & Sale on this Site. We encourage you to check this Site regularly for any amendments to our Terms of Use & Sale and to read these Terms of Use & Sale carefully each time you purchase a Product on this Site. Your continued use of this Site will constitute your express consent to these Terms of Use & Sale.

## 2. General

If any clause of this User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of this User Agreement. This User Agreement (as amended from time to time in accordance with the terms of this User Agreement) sets forth the entire understanding and agreement between you and Souqparts.com with respect to the subject matter hereof.

No person who is not a party to this User Agreement shall have any right to enforce any term of this User Agreement. If this User Agreement is translated into any language other than English, whether on the Site or otherwise, the English text shall prevail.

## 3. Governing Law

This User Agreement is governed by, and construed in accordance with, UAE law. This clause will survive any expiry or cancellation of this User Agreement for any reason.

## 4. Your Information

You grant partSouqparts.com a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use any information or material, personal or otherwise, that you provide to us or other users of the Site and/or post on the Site in the registration, bidding, buying, listing or selling process, in the feedback area or through any e-mail or by way of any other

feature or use of the Site (the "Information") for the purposes of operating and promoting the Site in accordance with this User Agreement and the Privacy Policy. You are solely responsible for the Information, and we act as a passive conduit for your online distribution and publication of the Information.

## **5. Electronic communication**

You agree that we can contact you from time to time, by email or otherwise, in relation to our operation of this Site, including any amendments to these Terms of Use & Sale and other policies.

We and our group companies may also send you promotional emails. We require your consent during the registration process to send you promotional emails. If at any time, you decide that you do not wish to receive such promotional emails, you can opt out of receiving such emails by updating communication preference setting for your account or by calling or emailing our contact center or by following the link (if any) at the end of any promotional email to unsubscribe.

## **6. Services and fees**

Users will not be charged by us for registering an account, browsing through or posting content. Users will be responsible for paying the price of the products they purchase (including any tax on the purchase price and any import/export duties) and delivery costs.

## **7. Registering an account**

You do not need to register an account to see the content available on this Site. However, registering your details will allow us to recall your details during the checkout process. You may also need to register an account if you wish to use certain other services or take advantage of other features on this Site from time to time, such as posting content.

In order to register on this Site, you are required to provide certain information on the registration form and register a username and password for use on this Site. This information will be handled in accordance with our Privacy Policy.

Remember to keep your password confidential and do not share it with third parties. This is your responsibility.

We reserve the right to decline a new registration or remove your account name or ask you to amend it if we consider it to be inappropriate (including if we consider the account name is intended to be used to commit or promote fraudulent activity or if we consider it to be unacceptable for any other reason).

**Eligibility for registering an account or purchasing products through guest check-out**

You may register an account with this Site or purchase products through the guest check-out process only if you:

are 21 years of age or older (you may not register or make purchases if you are not competent to contract under the applicable laws of your country of residence and/or the place from where you are making your purchase. If you are a minor (i.e. under the age of 21 years but at least 13 years of age), you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use and Sale. If you are under the age of 21 years, your parents or legal

guardians can transact on behalf of you if they are Users. Parents or guardians who are transacting on behalf of minors are strictly prohibited from purchasing any product which is for adult consumption);

your membership has not previously been withdrawn or suspended by us;

if you are registering as a business entity, you represent that you have the authority to bind that entity to these Terms of Use & Sale;

if you are registering on behalf of another person, you represent that you have the authority to bind that person to these Terms of Use & Sale.

Without affecting any other rights and remedies we may have, we reserve the right to suspend, limit or withdraw access to this Site or any User account registration or cancel any order if we believe that you are in breach of any of the above.

## **8. Use of the Site**

While using the Site, you will not:

post Information or content or list items in an inappropriate category or areas on our Site;

post items you do not have a right to link to or include;

post items that are concurrently listed for sale on a website other than the Site;

post Information that is (in our sole discretion) false, fraudulent, inaccurate, misleading, libelous, defamatory, slanderous, unlawfully threatening or would be reasonably considered to constitute harassment;

post comments, questions or answers that are not factual in nature including without limitation make any racist comments, use profanity, abuse another user, disrespect another's culture or make any other derogatory or inappropriate comments;

post counterfeit or stolen items;

post Information or items which infringe any third party's intellectual property rights, other proprietary rights or right to privacy;

post obscene Information or content, including but not limited to pornography or any representation which may (in our sole discretion) be considered indecent;

post Information or content which may (in our sole discretion) constitute offensive or critical political content or content that is contrary to the public interest;

post any Information or content or list items which may (in our sole discretion) be considered culturally or religiously offensive in any way;

post any Information or content or list items which (in our sole discretion) may not be considered to be in compliance with general Islamic Shariah law, rules, morals, values, ethics and traditions;

post Information or content or list items which may (in our sole discretion) threaten national security;

post Information or content or list items which may (in our sole discretion) constitute or be considered to promote gambling;

use "keyword spamming" in listing items for sale (when you place brand names or other inappropriate keywords in a title or description for the purpose of gaining attention or diverting members to a listing);

fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description or related matters after you bid, a clear typographical error is made, or you cannot authenticate the seller's identity;

fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity;

attempt to conclude transactions relating to an auction or offer for sale on the Site (including by cancelling an auction or offer of sale) outside of the Site;

use contacts made by buying or selling on the Site to solicit (including by email or otherwise) sales on other items directly and/or from another website;

claim an item was not sold when in Souqparts.com's sole discretion the item was sold in accordance with this User Agreement and the Site's policies;

manipulate or attempt to manipulate the Site in any way including the prices of any item or services on the Site (either alone or in conjunction with other users);

circumvent or manipulate our fee structure, the billing process, or fees owed to Souqparts.com;

take any action that may undermine the Site's feedback and ratings systems (including but not limited to the display, import or export of feedback information off the Site or use of such information for purposes unrelated to Souqparts.com);

transfer your Site account (including feedback) and username to another party without our consent;

distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

distribute viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming technologies that may harm the Site, or the interests or property of the Site's users;

create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;

take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

interfere or attempt to interfere with the proper working of the Site;

attempt to take over another user's account or carry out any hacking or phishing of the Site or user accounts and related features;

export or re-export any Site tools except in compliance with the export control laws of any relevant jurisdictions;

copy, modify, or distribute any content or computer code from the Site or otherwise infringe the Site's copyright material and/or trademarks in any way;

violate any laws, rules, regulations, guidelines, third party rights or our policies;

abuse Souqparts.com's Shipping Policy , or any of Souqparts.com's other policies or terms and conditions posted on the Site from time to time;

directly or indirectly, offer, attempt to offer, trade in, attempt to trade in, or include descriptions or links to any of the following items:

securities, including shares, bonds, debentures, or any other financial instruments or assets of any description;

living or dead creatures and/or the whole or any part of any animal which has been kept or preserved by any means whether artificial or natural including rugs, skins, specimens of animals, antlers, horns, hair, feathers, nails, teeth, musk, eggs, nests, other animal products of any description the sale and purchase of which is prevented or restricted in any manner by applicable laws;

weapons of any description;

liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description, medicines, palliative/curative substances;

religious items, including books, artifacts, etc. of any description or any other such item which is likely to affect the religious sentiments of any person;

antiquities and art treasures as defined in applicable laws pertaining to antiquities and national treasures;

used cellular phone SIM Cards, except if the transaction is in accordance with the local operators' rules pertaining to transfer of ownership of the same;

items that to your knowledge are defective, fake, damaged, false or misleading or that may through normal use harm another Site user's interest or health;

any items identical to other items you have up for auction but which are priced lower than your other items' price, the reserve price of such other item / minimum bid amount;

fresh food;

non-transferable vouchers; and chemicals.

You undertake, represent and warrant that:

if you are a corporate representative, you have authority to bind the corporate entity;

you are the sole and exclusive legal and beneficial owner of all items of any description that you wish to offer for sale on the Site and you have complete right, title and authority to deal in and offer for sale such items;

you will inform Souqparts.com of any postings, items or transactions which appear to be in violation of this User Agreement;

you shall comply with all applicable domestic and international laws and regulations regarding and relating to your use of the Site;

information you provide on the Site in respect of items you wish to sell shall be as accurate as reasonably possible;

you will not disclose your contact details including but not limited to phone numbers, addresses, or email addresses in the bidding, buying or listing processes, or anywhere on the Site including the feedback area, discussion forum or through any e-mail feature of the Site intended to bypass use of Souqparts.com;

you will not use contact information provided to you during the course of a transaction on the Site to solicit additional sales offline or on another website;

you will not harvest or otherwise collect information about users, including but not limited to email addresses and other contact information; and

you will not disclose or publicize any personal information about users or otherwise access or use information about other users in a manner which (in our sole discretion) may constitute a breach of privacy and/or applicable laws.

## **9. Content**

Content includes all the information and materials that you have access to in this Site. It also includes information and materials posted to this Site by you, such as the reviews on certain products and commenting on notice boards available on any Merchant's dedicated area on the Site (Webstore).

You acknowledge that if you post content or provide information on this Site then such content and information will be accessible to the general public, including persons who are not signed in to use this Site and the public will be able to associate and attribute such content or information to you.

In relation to the content in this Site, including the content posted by you, you agree to comply with the section on intellectual property rights below.

You must not post any content which:

is calculated to incite hatred against any ethnic, religious or any other minority or to adversely affect any individual, group or ethnicity;

you know to be false or inaccurate;

criticizes the Head of State or Rulers of the Emirates;

involves instigation against Islam or the system of ruling, or if it causes harm to the interest of the state or the values of society;

violates public discipline and order, or involves insult to children, or calls for or circulates subversive ideas;

instigates criminal activity or incites hatred or provokes action of dissension among individuals of society

contains confidential official or military communications, or includes conventions or treaties the government holds before they are published in the official gazette;

comprises minutes of meetings, deliberations or court hearings that are published in bad faith, misinterpreted or distorted;

blemishes the president of an Arab, Islamic or any other friendly state;

causes or could cause agitation to relations between the UAE and other Arab, Islamic and friendly countries;

defames Arabs and their civilization or heritage;

contains news on an ongoing criminal investigation;

contains news, pictures or comments about an individuals' private life that is meant to disgrace such individuals;

discloses any secret that may cause harm to the reputation of someone, or his property, his commercial name, or is meant to coerce somebody into paying some money or render a benefit to someone else, or the like;

contains any false news about someone;

contains news that could cause harm to the national currency or damage to the national economy;

includes any phrases, expressions or pictures that are inconsistent with public conduct, or otherwise mislead the public;

includes advertisements for medicines or pharmaceutical preparations;

maligns a public official or anybody occupying a post in the public prosecution or assigned to perform a public job;

incorporates reportage involving more than one person unless it covers points of views of all parties involved in that reportage;

is otherwise unlawful, defamatory, discriminatory, pornographic, obscene, abusive, threatening, harassing or encourages conduct that would be considered a criminal offence; or

could damage us and/or our group companies.

We can take down or amend any content posted by you at any time if it does not comply with these Terms of Use & Sale (including the terms on intellectual property rights), our policies (including Privacy Policy) or if we consider it inappropriate, unsuitable or if it is necessary to comply with the law.

If you think another User has posted content that they do not own or have the right to post or breaches these Terms of Use & Sale or our other policies in any other way, please call or email our contact center to make a complaint.

## **10. Copyright**

All content included on the Site, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is the property and copyright work of either Souqparts.com, its users, its content suppliers or its licensors and is protected by copyright, trademarks, patents or other intellectual property rights and laws. The compilation of the content on the Site is the exclusive property and copyright of Souqparts.com and is protected by copyright, trademarks, patents or other intellectual property rights and laws.

## **11. Trademarks**

"souqparts.com" and related logos, and other words and logos on the Site are either unregistered trademarks or registered trademarks of Souqparts.com and are protected by international trademark and other intellectual property rights and laws. Souqparts.com's trademarks may not be used in connection with any product or service that is not Souqparts.com's nor in any manner that disparages or discredits Souqparts.com. All other trademarks not owned by Souqparts.com that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Souqparts.com.

## **12. Abusing Souqparts.com**

Please report problems of any kind or violations of this User Agreement to Souqparts.com. If you believe that your intellectual property rights have been violated, please notify Souqparts.com. Without prejudice to any other rights and remedies of Souqparts.com under this User Agreement or at law, Souqparts.com may limit, suspend or withdraw a user's access to the Site and/or a user's membership of the Site or remove hosted content. Also Souqparts.com can choose to take other technical and/or legal steps against users who create problems or possible legal liabilities of any kind, who infringe the intellectual property rights of third parties or who act inconsistently with this User Agreement or our policies.

## **13. Links to third party sites**

This Site may contain links to other websites. We make no representations or warranties as to the content, privacy practices and other practices of any websites operated by a third party and we do not assume responsibility for the content or practices of such websites. You should check the terms and conditions and privacy policies for all third party websites you visit to understand their procedures.

## **14. Privacy**

Souqparts.com takes reasonable measures (physical, organizational and technological) to safeguard against unauthorized access to your personally identifiable information and to safely store your

personally identifiable information. However, the Internet is not a secure medium and the privacy of your personal information can never be guaranteed. Souqparts.com has no control over the practices of third parties (e.g. website links to this Site or third parties who misrepresent themselves as you or someone else). You agree that Souqparts.com may process your personal information that you provide to it for the purposes of providing the services on Souqparts.com and for sending marketing communications to you, and that the Privacy Policy of this Site governs our collection, processing, use and any transfer of your personally identifiable information.

## **15. Providing Feedback**

Souqparts.com encourages buyers and sellers on the Site to provide feedback on each other's conduct after a transaction has closed; as this helps all users know what it is like to deal with the said buyer/seller. Your feedback will be displayed along with your user ID on the Site. You cannot retract the feedback once you have left it. Souqparts.com will not be responsible or liable in any way for the feedback that you post on the Site. You agree not to make comments that are not factual in nature including without limitation making any racist comments, using profanity, abusing another user, disrespecting another culture or any other derogatory or inappropriate comments. You further agree not to post feedback in order to solicit sales outside of the Site and not to display contact information of any person within any feedback. If you continuously receive negative feedback ratings, without prejudice to any other rights and remedies of Souqparts.com under this User Agreement or at law, Souqparts.com reserves the right to suspend, limit or withdraw your access to the Site and/or your membership of the Site.

You acknowledge and agree that your feedback consists of comments left by other users with whom you transact and a composite feedback number compiled by Souqparts.com, and that together these convey your full user profile. As feedback ratings are not designed for any purpose other than for facilitating trading between the users, you agree that you shall not market or export your Souqparts.com feedback rating in any venue other than on the Site. Souqparts.com does not provide the technical ability to allow you to import feedback from other websites to the Site because a composite number, without the corresponding feedback does not reflect your true online reputation within our community.

## **16. Limitation of Liabilities**

To the extent permitted by law, Souqparts.com, its officers, employees, agents, affiliates and suppliers shall not be liable for any loss or damage whatsoever whether direct, indirect, incidental, special, consequential or exemplary, including but not limited to, losses or damages for loss of profits, goodwill, business, opportunity, data or other intangible losses arising out of or in connection with your use of the Site, its services or this User Agreement (however arising, including negligence or otherwise and whether or not Souqparts.com has been advised of the possibility of such losses or damages).

If you are dissatisfied with the Site or any content or materials on it, your sole exclusive remedy is to discontinue your use of it. Further, you agree that any unauthorized use of the Site and its services as a result of your negligent act or omission would result in irreparable injury to Souqparts.com and Souqparts.com shall treat any such unauthorized use as subject to the terms and conditions of this User Agreement.

While we take reasonable measures to ensure that our Site is free from errors and fully functional, we do not warrant that this Site is error or fault free. If you find any error or fault in this Site, you should call or email our contact center.

We cannot guarantee the accuracy of information provided on this Site and we do not warrant that information will be transmitted in a reliable, timely or accurate manner.

We take reasonable precautions to ensure the Site is safe to use, but we do not warrant that this Site is virus free or free from anything else which may have a harmful effect on any technology. It is your responsibility to install suitable virus protection software on your computer.

While we take reasonable measures to ensure the constant availability of the Site, we do not warrant that this Site will always be available or that it will operate in an uninterrupted manner. Due to the nature of the internet, outages may occur. We may need to restrict or suspend access to this Site from time to time to allow for repairs, maintenance or the introduction of new facilities or services.

We do not endorse any Retailer or User content on this Site. We therefore do not accept liability for any content posted on this Site by any Retailer or User or for the conduct of any Retailer or User. Although we try hard to enforce the terms relating to content, you may be exposed through the use of this Site to content or conduct that is in breach of our rules as described in these Terms of Use & Sale or may otherwise be offensive. You use this Site at your own risk in relation to such content.

It is your responsibility to have suitable browser or third party software to view and transact on this Site. We do not accept any responsibility for any loss of functionality that is dependent on the technology you use.

It is your responsibility to keep your account information confidential. We will not be liable for any direct, indirect or consequential loss or damage whatsoever resulting from the unauthorized use of your account.

## **17. Indemnity**

You agree to indemnify and hold Souqparts.com and its affiliates, officers, employees, agents and suppliers harmless from any and all claims, demands, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred due to or arising out of your breach of this User Agreement, or your violation of any law or the rights of a third party or your use of this Site (including but not limited to transactions made, or attempted to be made, via this Site), regardless of whether you use this Site as a registered User or without registration;

content you post on this Site;

## **18. Relationship and Notice**

None of the provisions of this User Agreement shall be deemed to constitute a partnership or agency between you and Souqparts.com and you shall have no authority to bind Souqparts.com in any manner whatsoever.

Except as explicitly stated otherwise, any notices to Souqparts.com from you shall be given by you by email to Souqparts.com at [legal@Souqparts.com](mailto:legal@Souqparts.com) with a physical copy sent to us by mail or courier, such notice deemed given on confirmation of its receipt to you by Souqparts.com by return email. Any notices to you from Souqparts.com shall be given by notices posted on the Site or by email to the email address you provide to us during the registration process and shall be deemed to be received by you 48 hours after any such email is sent. Alternatively, we may give you notice by mail or prepaid shipping to the address provided to us during the registration process. In such case, notice shall be deemed given 7 days after the date of mailing.

## **19. No waiver**

Any failure by us to enforce any terms set out in these Terms of Use & Sale or other policies with you is not a waiver of our rights to enforce those terms.

## **20. Disputes**

If any dispute, claim, controversy or difference (including in relation to any tortious or statutory claim) ("Dispute") arises out of or in connection with or in relation to this User Agreement, including (without limitation) any question regarding the formation, existence, scope, performance, interpretation, validity or termination of this User Agreement or this clause, or any question regarding the legal relationships established by this User Agreement or the consequences of its nullity, then the parties shall first attempt amicably to settle the Dispute through good-faith negotiations over a period of thirty (30) calendar days commencing on the date that a party first sends to the other party a written notice of the Dispute.

In the event that a Dispute has not been settled amicably by the relevant parties by the end of such thirty (30) calendar day-period, the parties hereby agree that the Dispute shall be referred to and finally resolved by binding arbitration as set out below, under the Arbitration Rules of the Dubai International Financial Centre - London Court of International Arbitration ("LCIA"), which rules ("Rules") are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The parties to the arbitration shall seek to agree on a sole arbitrator to be nominated to the LCIA court for appointment. If the parties to the arbitration fail to nominate a sole arbitrator within 30 days from the date of the service of the request upon the respondent (or such greater or lesser period as may be fixed by the LCIA Court), the sole arbitrator shall be appointed by the LCIA Court. The seat or legal place of the arbitration shall be Dubai International Financial Centre in Dubai, UAE. The arbitration proceedings shall be conducted in the English language and the award shall be in English. The foregoing provisions of this clause are without prejudice to the right of Souqparts.com to seek interim relief at any time from any court of competent jurisdiction (whether or not an arbitrator has been appointed) and Souqparts.com shall not be deemed to have breached this arbitration agreement or infringed the powers of the arbitrator for having done so.

## **21. Transfer of Rights and Obligations**

You hereby grant Souqparts.com the right to, and irrevocably acknowledge and agree that Souqparts.com may at any time, transfer all or any part of its rights, benefits, obligations or liabilities (whether express or assumed) under this User Agreement to any of its affiliates without requiring your further specific agreement. Souqparts.com agrees to use all reasonable endeavors to provide notice to you of any transfer by way of a posting on the Site. You may not at any time, without the prior written consent of Souqparts.com, transfer all or any part of your rights, benefits, obligations

or liabilities (whether express or assumed) under this User Agreement without the prior written consent of Souqparts.com.

## **22. Warranty legal terms and conditions**

The warranty is valid only on the presence of serial no. of the product. Souqparts.com reserves the right to refuse warranty if this information has been removed or changed after the original purchase of the product from the dealer.

Obligations are limited to repair of the defect or replacement the defective part or at its discretion replacement or refund according to market price of the product itself. Warranty repairs must be carried out by a Souqparts.com Authorized Service Centre. Warranty cover will be void, even if a repair has been attempted by any unauthorized service center. Souqparts.com shall not be liable for reimbursements, claims and damages that may result from the unauthorized repair of the product.

Repair or replacement under the terms of this warranty does not provide right to extension or renewal of the warranty period. Repair or direct replacement of the product under the terms of this warranty may be full filled with functionally equivalent service exchange units. The warranty is not applicable to cases other than defects in material, design and workmanship.

The warranty does not cover the following:

Periodic checks, maintenance, repair and replacement of parts due to normal wear and tear, replacement of consumables such as batteries, light bulbs, fuses, antennas, headphones, microphones, cables and recording heads.

Abuse or misuse, including but not solely limited to the failure to use this product for its normal purposes or in accordance with Souqparts.com's instructions on usage and maintenance. Defects resulting from usage of the product in conjunction with accessories that are not approved by Souqparts.com for use with this product.

Failure of the product arising from incorrect installation or use not consistent with the instructions and technical or safety standards prescribed in the product user manual. Accidents, Acts of God, lightning, water, fire, public disturbances, improper ventilation, voltage fluctuations or any cause beyond the control of Souqparts.com.

Unauthorized modifications carried out to the product in order to comply with local or international technical standards in countries for which this Souqparts.com product was not originally designed.

Damage of the battery caused by overcharging or failure to use in accordance with the specific instructions of core outlined in the product user manual. The serial no. on the product has been altered, deleted, removed or made illegible.

The batteries are charged by chargers other than those approved by Manufacturer. Any of the seals on the battery enclosure or cells are broken or show evidence of tampering.

This warranty is not transferable. This warranty will be the purchaser's sole and exclusive remedy and neither Souqparts.com nor its service centers listed in this warranty document shall be liable for any incidental or consequential damages or breach of any express or implied warranty of this

product. DISCLAIMER: Souqparts.com shall not be liable for the loss of any saved/stored data in products that are either repaired or replaced.

## **23. Code of Conduct**

When using this Site you agree to comply with the code of conduct set out below (Code of Conduct):

You can only create an account for yourself, unless you have the permission to register on behalf of another person or organization. You may not use another person's account at any time, without express permission of the account holder.

You will provide only true, accurate, current and complete information about yourself as prompted by our registration form. If you become aware of any errors relating to your personal information held by us, you should amend your account information online to the extent possible. If you have any difficulty in amending your account information, please call or email our contact center for assistance.

You are responsible for maintaining the confidentiality of your password, and restricting access to and use of your account, and accept responsibility for all activities that occur under your account.

You agree to immediately notify us of any unauthorized use of your account and password.

We try to keep all information on this site up to date, but it may not be correct all of the time. You should independently check the information you use is correct and you use this Site at your own risk. If you find any incorrect information, you can notify us by calling or emailing our contact center.

You may not use this Site for a purpose other than which we have created this Site to be used.

You may not conduct or promote any illegal activities while using this Site. This includes any activities that are in breach of copyright, privacy or any other third party rights as well as activities that are defamatory to third persons.

You may not use this Site to generate unsolicited emails, spam or promotional materials to other Users.

You must not do anything to cause damage to this Site, other Users or the Retailers, including any technical damage to the other computers.

## **24. Electronic communication**

You agree that we can contact you from time to time, by email or otherwise, in relation to our operation of this Site, including any amendments to these Terms of Use & Sale and other policies.

We and our group companies may also send you promotional emails. We require your consent during the registration process to send you promotional emails. If at any time, you decide that you do not wish to receive such promotional emails, you can opt out of receiving such emails by updating communication preference setting for your account or by calling or emailing our contact centre or by following the link (if any) at the end of any promotional email to unsubscribe.

## **25. Intellectual property rights**

All intellectual property rights in this Site (including all applicable copyright, trademarks and other proprietary rights) whether registered or unregistered shall remain our property or that of our licensors, except for content posted on this Site by you. We are not granting to you any licenses under any of those intellectual property rights by virtue of these Terms of Use & Sale

You retain intellectual property rights in any copyrighted content and trademarks that are contained in the content posted by you. You represent that you own or have the necessary licenses, rights, permissions and consents to use and authorize us to use all content submitted by you to this Site.

By submitting content on this Site, you agree to grant us and the Users and Retailers a non-exclusive, royalty-free worldwide license to access the content you submit through this Site, and to use, reproduce, make derivative works of, translate, distribute, publicly display and perform such content, as well as to make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights under any and all of the intellectual property rights you hold in the content.

You also agree that you will not submit content that is subject to copyright or third party proprietary rights including privacy, publicity, etc. unless you are the owner of such rights or have the appropriate permission to specifically submit such content.

## **26. Links to third party sites**

This Site may contain links to other websites. We make no representations or warranties as to the content, privacy practices and other practices of any websites operated by a third party and we do not assume responsibility for the content or practices of such websites. You should check the terms and conditions and privacy policies for all third party websites you visit to understand their procedures.

## **27. Ordering a product**

By placing an order for a product with us, you make an offer to the us to purchase that product. Therefore the products advertised on this Site are invitations for you to make offers to us to purchase those products; they do not constitute offers to sell by us.

Once you place your order, you will receive a confirmation email from us of your order. It is at this point that the total price of your order (including purchase price of the products and any tax on the purchase price as well as delivery costs) will be charged to your credit or debit card. However, your offer to purchase a product will be deemed to be accepted by the us only if and when your product is dispatched by the us. It is at this point that the sales agreement between you and souqparts.com becomes binding. In the case of cash on delivery items, this means that you are contractually bound to accept and pay for goods when they are delivered to you.

If for any reason, your order or part of your order cannot be dispatched to you, this will mean that the sales agreement between you and souqparts.com did not become binding and the price of your order (or the undispatched part of your order) will be refunded to you. Please refer to our General Return Policy for more details.

It is your responsibility to keep track of the status of your order.

## **28. On-Screen representation of products**

The images of the products on souqparts.com are for illustrative purposes only. The actual product supplied may vary from the image shown.

## **29. International orders**

Users who reside outside of the United Arab Emirates may also have to comply with the laws of the country in which they reside, such as prohibition on the sale or purchase of certain products.

Such Users shall also note that the custom rules of the country they reside in might not allow certain products to enter the country or might require personal collection from customs. There might also be customs duties applicable to such products, in which case such amounts will be collected from you upon delivery.

## **30. Delivery**

Once you order and pay for a product on this Site, the delivery period for your order is based on the products you purchase, your shipping address and the delivery options you choose.

The address for delivery provided by you should be correct and proper in all respects. We will deliver to your residential address or primary place of work only. We will not deliver to addresses such as hotel addresses, parking lots or other public places. If your products cannot be delivered to you due to a mistake by you (for example, incorrect contact or address details), any additional cost towards re-delivery shall be payable by you.

We strive to ensure that our carriers deliver your products to you on time. However, we do not assume liability for any direct or consequential damage suffered by non-delivery or delayed delivery.

## **31. Credit or debit card payments**

You can pay for your order via the online payment gateway on this Site with a card issued by Visa, MasterCard or JCB. You must use your own credit or debit card.

We ask for your credit or debit card details only for the purpose of transmitting that information to our payment gateway in order to enable the payment transaction to proceed. We do not store your credit card details.

## **32. Cash on delivery**

We may also offer a cash on delivery (COD) payment option for certain items only for delivery within UAE. You are responsible for agreeing an appropriate delivery window when you are contacted by the shipping company and for paying in full for the product upon delivery.

## **33. Displayed prices and currency**

Prices, offers, promotions and discounts are displayed in UAE Dirhams along with each product. We will not cancel your order even if the prices displayed along with the product are incorrect. This means that you will benefit from incorrectly displayed prices that are cheaper than the actual price of the product. This however also means that you will be bound by the price you accept to pay in relation to the products whose displayed prices are more expensive than their actual price. It is your responsibility to be satisfied with the product prices offered by Retailers on this Site.

Prices displayed in this Site are the final product prices, which means that (unless otherwise stated in the Product Specification) the displayed product price will be inclusive of any tax, charge or fee that may be levied on it, except for the delivery fees and customs duties, which are payable at the time of delivery and may vary depending on the delivery option selected by the User and your delivery address. If you do not pay such amounts, delivery may be withheld and the goods returned to the Retailer. Users using foreign credit or debit cards should also be aware that in some cases the banks may charge their customers for international transactions. We are not responsible for any such charges levied by the banks

Customers using foreign credit or debit cards should note that the amount charged on their credit or debit card will be the value of the product displayed in UAE Dirhams which is converted into the currency of the credit card or debit card at the prevailing conversion rate by the banks.

In the case of refunds, the amount of the refund will be converted to currency of the credit card at the prevailing conversion rate at the date the refund is processed by us. The difference, if any, in the amount initially charged and the amount of the refund is due to the fluctuation of the conversion rate and any associated bank fees.

#### **34. Suspending and terminating your account**

We may suspend or terminate your account and use of this Site if:

you breach these Terms of Use & Sale or the terms of any of our policies;

we suspect on reasonable grounds that you might commit a breach of these Terms of Use & Sale;

you engage in any activity that is against the law;

you do anything that adversely affects our business or reputation;

we consider that you are disrupting, disturbing or interrupting the operation of this Site in any way;

we consider that you are a fraud risk, are using multiple accounts, using proxy internet protocol addresses to hide the use of multiple accounts; or

we consider it is necessary, for any reason, to protect us or our Users.

You can deregister your account and stop using this Site at any time. We will keep your account and all your content in an inactive mode but it may not necessarily be deleted. If we elect at our discretion to permanently delete all your content after you have deregistered your account or for any other reason (including a period of inactivity on your part), it will not be able to be recovered or accessed again and we shall have no liability or responsibility for this.

If your account is terminated by us for any reason (including breach of these Terms of Use & Sale), we may also elect at our discretion to permanently delete all your content. It will not be able to be recovered or accessed again and we shall have no liability or responsibility for this.

Subject to the above, upon termination each party keeps any rights they may have prior to termination.

## 35. **Warranty & Returns Policy**

When you buy from souqparts.com we want you to be happy with your purchases. However, we know that sometimes you might need to return products. This page sets out the souqparts.com policy for when you can return products, and how to return them.

The Department of Economic Development Dubai has stated that the following situations do not provide grounds for refund or exchange of certain goods:

1. If the customer changes their mind after purchasing the item
2. If the item is free from any defect

### **Discretionary Returns of Non – defective items**

Souqparts.com will consider refunding or exchanging products that you return within seven days of the date of purchase. Refunds and exchanges are offered at the discretion of souqparts.com Management, under the following terms and conditions:

1. You must produce the original invoice when claiming a refund or exchange.
2. The original box and packaging should be returned undamaged and in resalable condition.
3. The item serial number must be clearly visible and untampered with.
4. The item must NOT have been fitted to a vehicle, been used or be damaged.
5. If you are unable to travel to a souqparts.com warehouse or retail outlet, we can arrange pick-up for the items to be collected. However, a pick-up fee may apply.
6. You have contacted Souqparts.com BEFORE attempting to return an item

### **Returns in case of manufacturer defect**

Souqparts.com, at its option will replace or issue a credit at Aftermarket Net acquisition cost of any unit determined to be defective. Said determination will be performed by Authorized Souqparts.com Warranty Representatives. Parameters of determination will include, but not necessarily be limited to: Unit shall be within the specified time limitations and must have been installed and maintained in accordance with accepted industry practices.

This Warranty Policy will not apply if, in the judgement of Souqparts.com the unit(s) or part(s) thereof have been subject to damage by accident, fire, misuse, or negligence, repair or alterations by anyone other than Souqparts.com or its authorized representative, or if Souqparts.com serial numbers affixed to the unit(s) or part(s) are removed, obliterated or defaced. Any defect should be brought immediately to the attention of the original purchaser and the unit(s) or part(s) claimed to be defective shall be returned to Souqparts.com. **The liability under this Warranty Policy shall not exceed purchase price paid.**

The cost of returning a defective item will be covered by you and refunded by souqparts.com upon inspection and satisfactory determination of defect.

This Warranty Policy does not cover failure of a product due to a defect in the design, plans or specifications of such product where such design, plans or specifications were supplied to Souqparts.com by Buyer or by another person on Buyer's behalf.

This Warranty Policy does not cover claims for “serviceable” items such as filters, service diaphragms and desiccant cartridges or similar (but not limited to these) items unless there is a clear indication of a defect in workmanship or material.

This Warranty Policy does not cover claims for products where failure is caused by “lack of servicing or maintenance of the product.”

This Warranty Policy does not cover claims for air dryers where the desiccant cartridge is found to be “heavily contaminated” with oil.

This Warranty Policy does not cover claims on air valves or hydraulic valves where evaluation shows the ingestion of foreign material into the valve. This includes liquids, solid material and alcohol-based products.

This Warranty Policy does not cover claims for corrosion and/or the ingestion of foreign material, which is detrimental to the proper function of sealed spring brakes and unless it is determined to be assignable to a defect in material or workmanship by Souqparts.com.

This Warranty Policy does not cover claims for large amounts of foreign material ingestion into the spring cavities of unsealed actuators as a normal result of operation. Claims for small amounts of foreign material ingestion into the spring cavities of unsealed actuators will be considered under this Warranty Policy.

This Warranty Policy does not cover products that are mis-installed or where mis-application is diagnosed.

This Warranty Policy does not cover claims resulting from improper fit of mating components not supplied by Souqparts.com.

This Warranty Policy does not cover wires that are pinched during installation or where wires are not installed as recommended by Souqparts.com.

Souqparts.com is not responsible for “down time” expenses, cargo damage or any other business costs or losses resulting from failure or use of Souqparts.com Products.

Souqparts.com is not responsible for claims that are not returned to Souqparts.com within ninety (90) days from the failure date.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR LABOR.